

EXHIBIT 1

TERM PROMISSORY NOTE

\$640,001.83
Carroll County, Georgia

April 10, 2023

FOR VALUE RECEIVED, the undersigned, **Coast to Coast Carports, Inc.**, a North Carolina corporation located at 1050 Worth St., Mount Airy, NC 27030 (hereinafter "Obligor"), hereby promises to pay to the order of **ASTA Industries, Inc.**, a Georgia corporation located at 135 Janus International Blvd., Temple, GA 30179 (hereinafter "Obligee"), in legal tender of the United States of America, at the offices of Obligee in Cartersville, Georgia, as specified below, or at such other place as Obligee may from time to time designate in writing to Obligor, the principal sum of **\$640,001.83** together with simple interest from the date first listed above at the rate of 10% per annum on the principal outstanding amount hereof, at the times and in the manner hereinafter set forth.

Payment of principal and any applicable interest shall be due and payable, in full, no later than April 22, 2024. Obligor shall pay to Obligee payments and interest in accordance with the schedule outlined in Schedule A (the "**Payment Schedule**"). In order to induce Obligee to accept this Note in exchange for the mutual promises and other valid consideration, Obligee shall pay to Obligor interest in an amount no less than \$58,500.14.

Except as otherwise provided herein, the outstanding principal amount (\$640,001.83) shall bear interest at the rate of 10% per annum from the date set forth above until the entire principal amount is paid in full, whether in maturity, upon acceleration, by prepayment, or otherwise.

Any payment of principal not paid when due as provided herein shall thereafter bear interest from the due date of such payment at the rate of 10% per annum until paid.

This Note and the payment of principal hereunder shall be paid when due without deduction or set off of any kind or nature or for any cause whatsoever.

Obligor hereby expressly waives presentment, demand for payment, notice of dishonor (except as hereinabove specifically provided to the contrary), protest, notice of protest, diligence in collection and all other notices or demands of every kind and nature whatsoever with respect to this Note or the enforcement of the provisions hereof, and Obligor hereby consents that the time of payments or any part thereof due hereunder may be extended by Obligee and assents to any substitution, exchange or release of collateral permitted by Obligee, all without in any way whatsoever modifying, altering, releasing, discharging, affecting or limiting the liability of Obligor hereunder.

None of the rights and remedies of Obligee hereunder are to be waived or affected by Obligee's failure or delay, if any, to exercise them. All remedies conferred on Obligee by law or by this Note or by any other instrument or agreement shall be cumulative, and none is exclusive. Such remedies may be exercised concurrently or consecutively at Obligee's option.

All notices permitted or required hereunder shall be in writing and shall be deemed to have been duly and properly given as of the earlier of the date and time of personal delivery or three days following the date the same are deposited with the United States Postal Service, postage prepaid, to be sent Certified Mail with Return Receipt Requested, and addressed to Obligor, as follows:

Coast to Coast Carports, Inc.

Attn: _____

and addressed to Obligee, as follows:

ASTA Industries, Inc.
638 Cassville White Road NW
Cartersville, GA 30121
Attn: President

with a copy to:

Janus International Group, LLC
135 Janus International Blvd.
Temple, Georgia 30179
Attn: Legal Department

or at such other address as Obligor or Obligee may at any time and from time to time specify to the other by notice as herein provided. Notwithstanding any subsequent transfer or endorsement of this Note by Obligee, any assumption of said Note by any third party, or any sale by Obligor of all or any portion of any property securing payment of the indebtedness evidenced hereby, notices given as herein before provided shall be valid and sufficient notice to Obligor and Obligee in all respects and for all purposes unless and until notice of such transfer, endorsement, assumption, sale or other event, as the case may be, shall be furnished to Obligor or Obligee, as may be appropriate, in accordance with the terms of this paragraph.

The term "Obligor" as used in this Note shall mean and include Obligor's legal representatives, successors and assigns.

This Note shall be governed as to validity, interpretation, construction, enforcement, effect, and in all respects by the laws and decisions of the State of Georgia. The exclusive forum for adjudication of any such action in connection with this Note shall be in the Superior Court of Carroll County, Georgia or the United States District Court for the Northern District of Georgia, Atlanta Division. Obligee and Obligor hereby consent to personal jurisdiction and venue in such courts in any proceeding authorized hereunder.

This Note is made in accordance with that certain Personal Guarantee entered into of even date herewith and, together, represent the entire agreement between the parties regarding the subject matter hereof.

IN WITNESS WHEREOF, Obligor has hereunto set forth its hand and seal, all as of the day and year first above written.


Coast to Coast Carports, Inc.:

Witness as to:

Jorge Zavala

Name: Jorge Zavala

Title: Owner



A handwritten signature in black ink, appearing to read 'Jorge Zavala', is written over a horizontal line.

SCHEDULE A

<u>Payment</u>	<u>Due Date</u>	<u>Principal Due</u>	<u>Principal Balance</u>	<u>Interest On Principal</u>	<u>Payments Owed</u>
1	5/1/2023	\$55,000.00	\$585,001.83	\$58,500.18	\$55,000.00
2	5/8/2023	\$11,470.62	\$573,531.21	\$ 4,779.43	\$15,007.40
3	5/15/2023	\$11,470.62	\$562,060.58	\$ 4,683.84	\$15,007.40
4	5/22/2023	\$11,470.62	\$550,589.96	\$ 4,588.25	\$15,007.40
5	5/29/2023	\$11,470.62	\$539,119.33	\$ 4,492.66	\$15,007.40
6	6/5/2023	\$11,470.62	\$527,648.71	\$ 4,397.07	\$15,007.40
7	6/12/2023	\$11,470.62	\$516,178.09	\$ 4,301.48	\$15,007.40
8	6/19/2023	\$11,470.62	\$504,707.46	\$ 4,205.90	\$15,007.40
9	6/26/2023	\$11,470.62	\$493,236.84	\$ 4,110.31	\$15,007.40
10	7/3/2023	\$11,470.62	\$481,766.21	\$ 4,014.72	\$15,007.40
11	7/10/2023	\$11,470.62	\$470,295.59	\$ 3,919.13	\$15,007.40
12	7/17/2023	\$11,470.62	\$458,824.96	\$ 3,823.54	\$15,007.40
13	7/24/2023	\$11,470.62	\$447,354.34	\$ 3,727.95	\$15,007.40
14	7/31/2023	\$11,470.62	\$435,883.72	\$ 3,632.36	\$15,007.40
15	8/7/2023	\$11,470.62	\$424,413.09	\$ 3,536.78	\$15,007.40
16	8/14/2023	\$11,470.62	\$412,942.47	\$ 3,441.19	\$15,007.40
17	8/21/2023	\$11,470.62	\$401,471.84	\$ 3,345.60	\$15,007.40
18	8/28/2023	\$11,470.62	\$390,001.22	\$ 3,250.01	\$15,007.40
19	9/4/2023	\$11,470.62	\$378,530.60	\$ 3,154.42	\$15,007.40
20	9/11/2023	\$11,470.62	\$367,059.97	\$ 3,058.83	\$15,007.40
21	9/18/2023	\$11,470.62	\$355,589.35	\$ 2,963.24	\$15,007.40
22	9/25/2023	\$11,470.62	\$344,118.72	\$ 2,867.66	\$15,007.40
23	10/2/2023	\$11,470.62	\$332,648.10	\$ 2,772.07	\$15,007.40
24	10/9/2023	\$11,470.62	\$321,177.48	\$ 2,676.48	\$15,007.40
25	10/16/2023	\$11,470.62	\$309,706.85	\$ 2,580.89	\$15,007.40
26	10/23/2023	\$11,470.62	\$298,236.23	\$ 2,485.30	\$15,007.40
27	10/30/2023	\$11,470.62	\$286,765.60	\$ 2,389.71	\$15,007.40
28	11/6/2023	\$11,470.62	\$275,294.98	\$ 2,294.12	\$15,007.40
29	11/13/2023	\$11,470.62	\$263,824.35	\$ 2,198.54	\$15,007.40
30	11/20/2023	\$11,470.62	\$252,353.73	\$ 2,102.95	\$15,007.40
31	11/27/2023	\$11,470.62	\$240,883.11	\$ 2,007.36	\$15,007.40
32	12/4/2023	\$11,470.62	\$229,412.48	\$ 1,911.77	\$15,007.40
33	12/11/2023	\$11,470.62	\$217,941.86	\$ 1,816.18	\$15,007.40
34	12/18/2023	\$11,470.62	\$206,471.23	\$ 1,720.59	\$15,007.40
35	12/25/2023	\$11,470.62	\$195,000.61	\$ 1,625.01	\$15,007.40
36	1/1/2024	\$11,470.62	\$183,529.99	\$ 1,529.42	\$15,007.40
37	1/8/2024	\$11,470.62	\$172,059.36	\$ 1,433.83	\$15,007.40
38	1/15/2024	\$11,470.62	\$160,588.74	\$ 1,338.24	\$15,007.40
39	1/22/2024	\$11,470.62	\$149,118.11	\$ 1,242.65	\$15,007.40

40	1/29/2024	\$11,470.62	\$137,647.49	\$ 1,147.06		\$15,007.40
41	2/5/2024	\$11,470.62	\$126,176.87	\$ 1,051.47		\$15,007.40
42	2/12/2024	\$11,470.62	\$114,706.24	\$955.89		\$15,007.40
43	2/19/2024	\$11,470.62	\$103,235.62	\$860.30		\$15,007.40
44	2/26/2024	\$11,470.62	\$91,764.99	\$764.71		\$15,007.40
45	3/4/2024	\$11,470.62	\$80,294.37	\$669.12		\$15,007.40
46	3/11/2024	\$11,470.62	\$68,823.74	\$573.53		\$15,007.40
47	3/18/2024	\$11,470.62	\$57,353.12	\$477.94		\$15,007.40
48	3/25/2024	\$11,470.62	\$45,882.50	\$382.35		\$15,007.40
49	4/1/2024	\$11,470.62	\$34,411.87	\$286.77		\$15,007.40
50	4/8/2024	\$11,470.62	\$22,941.25	\$191.18		\$15,007.40
51	4/15/2024	\$11,470.62	\$11,470.62	\$95.59		\$15,007.40
52	4/22/2024	\$11,470.62	\$-	\$-		\$15,007.40
	Total	\$640,001.83		\$180,375.57		\$820,377.40
		Total interest + principal payments		\$820,377.40		